

**HONOURABLE SRI JUSTICE G.CHANDRAIAH
AND
HONOURABLE MRS JUSTICE ANIS**

C.M.A.M.P.No. 554 OF 2016
IN/AND
CIVIL MISCELLANEOUS APPEAL No. 425 OF 2010

DATED 25TH APRIL, 2016

BETWEEN

Sadasivuni Nageswara Rao

...Petitioner/Appellant

And

Sadasivuni Prameela Rani

...Respondent/Respondent

**HONOURABLE SRI JUSTICE G.CHANDRAIAH
AND
HONOURABLE MRS JUSTICE ANIS**

C.M.A.M.P.No. 554 OF 2016
IN/AND
CIVIL MISCELLANEOUS APPEAL No. 425 OF 2010

ORDER: (Per Hon'ble Mrs Justice ANIS)

The Civil Miscellaneous Appeal is preferred by the
appellant-husband under Section 28 of the Hindu Marriage Act,

1955 (for brevity 'the Act') aggrieved by the order and decree dated 26.03.2009 in MOP.No. 59 of 2007 passed by the learned Additional Senior Civil Judge, Srikakulam, dismissing the petition filed by him against the respondent-wife under Section 13(1) of the Act for dissolution of marriage.

During the pendency of the aforesaid appeal, the appellant-husband has filed a petition being C.M.A.M.P.No. 554 of 2016 under Order 23 Rule 3 read with Section 151 CPC seeking to record compromise and grant a decree of divorce in terms of the Memorandum of Compromise annexed to the petition which was signed by both the parties along with their respective counsel, wherein it is stated that they have settled the disputes amicably and the appellant-husband has agreed to pay a sum of Rs.,.7,00,000/- (Rupees seven lakhs only) towards permanent alimony, in full and final settlement, to the respondent-wife and sought for dissolution of marriage performed on 12.05.2004 between them in terms of the said Memorandum of Compromise. The terms of the Memorandum of Compromise reads as under:

- “(1) That the petitioner agreed to pay a lumpsum of
Rs.7,00,000/- (Rupees seven lakhs only) to
the respondent towards permanent alimony, full
and final settlement.
- (2) The parties herein, hereby admit that hereafter, there
will not be any relationship as husband and wife
between them and this marriage is dissolved by
virtue of this compromise and both the parties have
no right or claims over each other in respect of
their properties in present or future.”

When the matter is called today, both the parties are present before this Court along with their Advocates, who identified the respective parties and requested to dispose of the appeal in terms of the settlement arrived at between them and grant a decree of divorce dissolving the marriage between the parties in terms of the said Memorandum of Compromise. As agreed upon, the appellant-husband handed over to the respondent-wife the Demand Draft bearing No. 442841, dated 02.04.2016 for an amount of Rs.7,00,000 (Rupees Seven lakhs only) drawn at State Bank of Hyderabad, Pathapatnam, Srikakulam District and the same has been acknowledged by the respondent-wife. Keeping in view her welfare and to lead peaceful life in upcoming future, we suggested the respondent-wife to deposit the said amount in a fixed deposit of any nationalized bank and withdraw the interest accrued thereon for livelihood.

In view of the settlement arrived at between the parties pursuant to the Memorandum of Compromise, C.M.A.M.P.NO.554 of 2016 is allowed. Consequently, Civil Miscellaneous Appeal No. 425 of 2010 is allowed setting aside the order and decree dated 26.03.2009 passed in MOP.No. 59 of 2007 by the learned Additional Senior Civil Judge, Srikakulam, in terms of the Memorandum of Compromise and the marriage between the appellant-husband and the respondent-wife stands dissolved. The terms of Memorandum of Compromise shall form part of the decree.

As a sequel thereto, miscellaneous petitions pending consideration if any, in the appeal stand closed. No order as to

costs.

JUSTICE G.CHANDRAIAH

JUSTICE ANIS

DATED 25th APRIL, 2016.
Msnr_x